

*Contract no 265*

**AGREEMENT**

**January 1, 1992 to December 31, 1992**

**LINDEN MUNICIPAL GARAGE EMPLOYEES UNION**

**"L.M.G.E.U"**

**and**

**CITY OF LINDEN, NEW JERSEY**

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**AGREEMENT is entered into this 17th day of March 1992**, by and between the CITY OF LINDEN, NEW JERSEY, hereinafter referred to as the "CITY" and LINDEN MUNICIPAL GARAGE EMPLOYEES UNION, hereinafter referred to as the "UNION". The effective date of this Agreement is January 1, 1992.

**WITNESSETH:**

**WHEREAS**, the parties hereto have resolved their differences as raised in their negotiations, the CITY and the UNION agree as follows:

**1. RECOGNITION**

The CITY OF LINDEN recognizes LINDEN MUNICIPAL GARAGE EMPLOYEES UNION as the sole and exclusive bargaining agency for all employees covered by the Agreement in all matters pertaining to rates of pay, wages, hours of work, benefits, and other terms and conditions of employment.

**2. SCOPE OF BARGAINING UNIT**

a. This Agreement covers the following employees of the Municipal Garage: Mechanic Fire Apparatus, Senior Mechanic, Mechanic, Mechanic Helper, Body and Fender Repairer, Welder, Laborer and Garage Attendant.

b. Supervisors and other excluded personnel shall not be permitted to perform work normally performed by employees covered by this Agreement except for purposes of instruction or in cases of emergency.

c. The CITY agrees that it shall not contract out or assign substitutes to any work if such work can be done by the employees in the bargaining unit within the time such work is required to be completed. The CITY shall, however, contract certain specialty work that in the opinion of the Garage Superintendent cannot be performed, by reasons of employee skills or proper equipment or for reasons of efficiency or economy.

### **3. UNION SECURITY**

a. The UNION shall furnish the CITY with a complete list of all employees who are members in good standing of the UNION as of the date of this Agreement and such persons shall continue as members in good standing of the UNION for the duration of this Agreement. Employees who in the future elect to join the UNION shall continue as members in good standing for the duration of this Agreement.

### **4. RATES OF PAY**

a. Each employee shall be paid not less than the rate for his classification for all time spent in the service of the CITY in accordance with the table of job classifications and rates of pay in Section 35, Classification And Wages.

b. **LONGEVITY** - For each completed five years employment, the CITY shall pay an amount equal to two (2%) percent of annual base pay, but, not to exceed ten (10%) percent or one thousand two hundred (\$1,200.00) dollars per year.

(1) Total longevity shall be calculated by multiplying an employee's base annual salary as of the preceding December 31st by the total entitlement percentage.

(2) Longevity pay for employees entitled thereto between the period of January 1st through June 30th shall commence on January 1st of the current year.

(3) Longevity pay for employees entitled thereto between the period of July 1st through December 31st shall commence on July 1st of the current year.

(4) Leaves of absence requested by an employee shall not be included in determining length of service.

(5) Longevity pay shall be considered as part of base wages,

for the purpose of computing Overtime Pay, Holiday Pay, Vacation Pay, Sick Pay and Retirement. Entitlement of longevity is based on the employee's initial date of hire.

- (6) Employees hired after January 1, 1975 shall not be entitled to longevity pay. The longevity provisions contained herein shall continue in full force and effect for all employees hired prior to January 1, 1975.

c. Any position not covered in Section 35. Classification And Wages or any positions which may be established during the life of this Agreement shall be subject to rate of pay negotiations between the CITY and the UNION.

d. The CITY agrees to pay wages earned on a weekly basis which shall include wages for overtime hours.

e. Employees shall be paid by check.

f. Employees shall be paid during working hours. When pay day falls on a Holiday, then the preceding day will be pay day.

## **5. HOURS OF WORK**

a. Each employee shall be scheduled to work eight (8) hours per day Monday through Friday, forty (40) hours per week. The eight (8) hours of work per day shall be performed at the Garage Superintendent's option between 8:00 a.m. and 5:00 p.m.

b. In an emergency or periods of unusual heavy workloads, as determined by the Garage Superintendent, employees may be assigned to work either of the daily eight (8) hour work shifts forty hours per week, Tuesday through Saturday or Sunday through Thursday, for a period not to exceed eight (8) consecutive calendar weeks.

c. A one (1) hour unpaid lunch period shall be granted during each daily eight (8) hour shift.

d. The CITY shall not require an employee to take time off to compensate for time worked in excess of eight (8) hours each work day or forty (40) hours in a work week.

#### **6A. LUNCH PERIODS, OVERTIME LUNCHES AND COFFEE BREAKS**

a. The CITY shall allow a one-half ( $\frac{1}{2}$ ) hour paid lunch period to any employee working in excess of ten (10) consecutive hours and an additional one-half ( $\frac{1}{2}$ ) hour paid lunch period after each subsequent four (4) hour work period.

b. For each overtime paid lunch period an employee shall receive a meal allowance of four dollars fifty cents (\$4.50).

c. The CITY shall allow a paid fifteen (15) minute coffee break once during each four (4) hour work period of a regularly scheduled eight (8) hour work day.

#### **7. PREMIUM PAY**

a. One and one-half ( $1\frac{1}{2}$ ) times the straight time rate of pay shall be paid for all work:

- (1) Performed in excess of eight (8) hours in any twenty-four (24) hour work period.
- (2) Performed prior to start time.
- (3) Performed after quitting time.
- (4) Performed on the first scheduled day of rest.

b. One and one-half ( $1\frac{1}{2}$ ) times the straight time hourly rate of pay shall be paid for work performed on a Holiday in addition to Holiday pay.

c. Two (2) times the straight time hourly rate of pay shall be paid for all work performed on an employee's second scheduled day of rest.

d. Opportunity to earn premium pay shall be rotated with the intention to achieve equalization of premium pay earnings within each class of work, provided the

employee is qualified to perform the overtime assignment.

e. Overtime either worked or refused by an individual employee shall be posted on the city's bulletin board. An employee shall be charged with having worked overtime if he cannot be reached by telephone. The CITY shall in such cases note the time the telephone call was placed.

f. In the event of an emergency, employees shall be required to work overtime in accordance with the established overtime rules.

g. An employee may at his request be relieved of duty after sixteen (16) continuous hours on duty.

## **8. HOLIDAYS**

a. Each of the following Holidays are recognized by the CITY and shall be paid as eight (8) hours at the straight time hourly rate without performing work:

|                        |                        |
|------------------------|------------------------|
| New Years Day          | Labor Day              |
| Martin Luther King Day | Columbus Day           |
| Washington's Birthday  | Veteran's Day          |
| Lincoln's Birthday     | Thanksgiving Day       |
| Good Friday            | General Election Day   |
| Memorial Day           | Christmas Day          |
| Independence Day       | *Two (2) Personal Days |

New employees shall be eligible for one (1) personal day off with pay after six months of active employment, and one (1) personal day off with pay after one (1) year of active employment. Subsequent to one (1) year of active employment, an employee shall be immediately eligible for the prescribed second personal day off per calendar year, if not already received.

\* The CITY shall grant the personal day requested provided operations permit.

A request for the personal day off may be denied unless the request is made a minimum of three (3) days in advance.

b. Should any of the listed Holidays fall on a Saturday, the preceding Friday shall be considered the Holiday and paid accordingly. Should any of the listed Holidays fall on a Sunday, the following Monday shall be considered the Holiday and paid accordingly.

c. The CITY may deny an employee Holiday pay if he is absent from work without authorization either the work day immediately preceding or following a Holiday. In cases of illness the CITY may require a doctor's certificate.

## **9. VACATIONS**

a. Vacation entitlement shall be based upon the following schedule:

| <b><u>PERIOD OF EMPLOYMENT</u></b> | <b><u>VACATION ENTITLEMENT</u></b> |
|------------------------------------|------------------------------------|
| 0 - 1 Year                         | One (1) Working Day<br>Each Month  |
| 2 years through 5 years            | 12 Working Days                    |
| 6 years through 10 years           | 15 Working Days                    |
| 11 years through 15 years          | 20 Working Days                    |
| 16 years through 20 years          | 22 Working Days                    |
| 21 years and over                  | 25 Working Days                    |

b. Vacation may be scheduled at any time during the year to the extent it is practicable to do so.

c. In the event a Holiday named in this Agreement falls during an employee's vacation period, such employee shall receive an additional day's vacation.

d. Vacations shall be selected by January 31st of each year and scheduled by the CITY no later than March 15th of the same year.



e. Senior employees shall be given preference in the selection of vacation periods within their particular classification.

f. Vacation pay shall be paid on the pay day prior to the start of the vacation period, upon request of the individual employee, on a minimum of ten (10) working days advance notice.

g. New employees shall receive six (6) working days vacation upon completing of six (6) months credited service, and six (6) additional working days vacation after completing one (1) year of credited service.

h. On January 1st following the first full year of employment, an employee shall be entitled to twelve (12) working days vacation regardless of his date of hire, and shall be eligible each January 1st thereafter to vacation entitlement in accordance with Paragraph a. hereof.

i. Upon termination of employment for any reason other than disability or eligible paid retirement, an employee's vacation entitlement will be pro-rated in accordance with the employee's anniversary date of employment.

j. All vacation entitlement shall be taken during the year they are earned, except in the event of illness or injury to the employee or a departmental emergency.

#### **10. FUNERAL LEAVE**

a. In the event of a death in an employee's immediate family, namely: spouse, children, brother, sisters, parents, parent-in-law, brother-in-law, sisters-in-law, grandparents, and grandchildren of the employee or spouse, the employee shall be paid in full for the time lost through the day of the funeral not to exceed three (3) work days to attend to arrangements, services, or funeral. This three (3) day funeral leave provision also applies in the event of a death of any other relative if such relative resides with the employee.

b. Consideration shall be given an employee to extend funeral leave after the day of the funeral to the maximum three (3) day leave permitted with pay, or beyond to a maximum of seven (7) calendar days, the remaining number of days without pay.

c. The CITY may request submission of proof of death, which may be evidenced by a public newspaper obituary notice. Failure to produce such evidence upon request may result in the forfeiture of funeral leave benefits and/or loss of pay.

#### **11. JURY DUTY**

a. An employee called for Jury Duty will be excused from work for the period actually in attendance at court and he shall be paid the difference between Jury Duty fees received and his regular daily earnings for such time he is required to be in attendance in court.

b. If an employee is not required to report or serve the court on any particular day during his tour of Jury Duty, he shall report to his regular assigned job.

#### **12. MILITARY LEAVE**

a. Employees enlisting or entering the Military or Naval Service of the United States, pursuant to the provisions of the Universal Military Training and Service Act and amendments thereto shall be granted all rights and privileges provided by the Act.

b. An employee called to serve ANACDUTRA (Annual Active Duty Training) shall be excused from work for this period and shall be paid his regular daily earnings for such time he is required to be in ANACDUTRA attendance.

#### **13. SICK LEAVE**

For the purposes of this Agreement, sick leave shall be defined as paid leave granted to an employee who through sickness or injury becomes incapacitated to a degree that would cause a hardship for the employee to perform the duties of his or her assigned job, or who is quarantined by a licensed physician because of exposure

to a contagious disease.

a. Except for new employees, each employee shall be entitled to fifteen (15) sick leave days at the beginning of each calendar year.

b. New employees shall earn one and one quarter (1¼) days sick leave for each month of the first year of active employment, but, in no event shall be paid sick leave until after three (3) months active employment.

After one (1) year of active employment, the difference between sick leave earned during the then calendar year and fifteen (15) days shall be credited to the employee.

c. Unused sick leave days shall be cumulative from year to year without limit.

d. An employee on sick leave five (5) or more consecutive days shall submit acceptable medical evidence substantiating the illness.

e. Employees requiring sick leave in excess of what is provided above shall be considered for additional sick leave.

f. An employee who has been absent on sick leave for periods totalling ten (10) days in one (1) calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absences at one (1) day or less in which case only one certificate shall be necessary for a period of six (6) months.

g. Upon retirement, death or layoff only, an employee, his heirs or estate shall be paid one (1) day of base pay for each three (3) days of the first two hundred one (201) days of accumulated earned sick leave, and one (1) day of base pay for each two (2) days of accumulated earned sick leave over and above two hundred one (201) days, to a maximum total reimbursement of nine thousand five hundred dollars (\$9,500.00).

h. Any employee who accumulates ninety (90) days earned sick leave has the option sell back sick leave days during the period of January 1st through January 15th of the succeeding year according to the following schedule:

| <u>Sick Days Taken</u> | <u>Bank</u> | <u>Cash</u> |
|------------------------|-------------|-------------|
| 0                      | 10 days     | 5 days      |
| 1                      | 10 days     | 4 days      |
| 2                      | 10 days     | 3 days      |

Sick leave shall be sold at the employee's prevailing salary at the time of the sell back.

#### **14. LEAVE OF ABSENCE**

a. Any recognized official of the UNION shall be granted a leave of absence without pay for the purpose of attending to UNION business off the job, provided said absence does not unreasonably affect departmental operations.

b. The UNION will give at least twenty-four (24) hours notice for such a request.

#### **15. HEALTH-CARE INSURANCE PROGRAM**

a. The CITY shall provide each employee at the CITY'S own cost and expense the following Health Care Insurance with dependent coverage:

1. Blue Cross-Blue Shield Plan of N.J. - 14/20 Fee Schedule
2. Major Medical
3. Dental Care
4. Vision Care
5. Prescription Drug

b. All employees shall receive Temporary Disability Benefits coverage under the New Jersey State Division of Unemployment and Disability Insurance Program.

It is mandatory for all employees to participate in the payment of premiums to

said Temporary Disability Insurance to the extent dictated solely by the New Jersey Division of Unemployment and Disability.

c. The CITY will provide each employee with Workers Compensation Insurance.

#### **16. GROUP INSURANCE AND PENSIONS**

a. Each employee shall be enrolled for all benefit entitlements provided within the Public Employees Retirement System.

b. The CITY shall make every effort to establish an improved H.M.O. Program. A seminar shall be conducted by the City Clerk's Office at which various options shall be available to employees.

#### **17. UNIFORMS**

a. Each employee shall be paid in lieu of work uniforms, three-hundred dollars (\$300.00). This payment is to be made no later than June 30th of each year.

b. Each employee shall be paid a fifty dollar (\$50.00) uniform maintenance allowance.

#### **18. SENIORITY**

a. Seniority for the purpose of this Agreement is defined as follows:

(1) Seniority is the employee's total employment service and is determined by his initial date of hire by the CITY.

(2) Classification Seniority is the employee's employment service within a particular classification. Classification Seniority is determined by the date the employee is permanently assigned the classification.

b. The CITY shall provide the UNION with a list of employees covered by this Agreement indicating name, address, date of hire, classification, date of entry into classification and rate of pay. Subsequent written notices to the UNION shall be limited

to new employees covered by this Agreement and changes to an employee classification and rates of pay.

**19. NOTIFICATION TO THE UNION**

a. The CITY will notify the UNION in writing of any promotions, demotions, transfers, lay-offs or terminations and of newly hired employees.

b. The CITY will provide the UNION with a list of employees covered by this Agreement indicating name, address, date of hire, classification, date of entry into classification and rate of pay. Subsequent written notices to the UNION will be limited to new employees covered by this Agreement and changes to an employee's classification and rates of pay.

c. All written notifications shall be sent to:

Gary Rudnicki, Secretary-Treasurer  
127 Roobinwood Terrace, Linden, NJ 07036  
Linden Municipal Garage Employees Union

with copies to the UNION Shop Steward.

**20. PROMOTIONS, DEMOTIONS AND TRANSFERS**

a. It is the intention of the CITY to fill job vacancies from within the bargaining unit whenever possible before hiring new employees.

b. Promotion is hereby defined as a move from a lower pay grade to a higher pay grade.

c. Notice of all job vacancies shall be posted on the bulletin board and shall include job title, labor grade, and a brief description of job duties including qualifications and necessary skills. Those employees who make application during the posting period shall be considered for the job. The posting period shall be eleven (11) work days.

d. Temporary promotions shall be offered to the most senior qualified employee

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who bids for the job in accordance with the attached promotional chart.

e. An employee who is promoted to a higher position shall receive the rate of the new job classification. All employees so promoted shall be placed on the higher rated job for a trial period of three (3) months. In the event the employee does not successfully pass this three (3) month trial period, such employee shall be given his former position without any loss of seniority or pay.

## **21. LAY-OFFS AND RECALL**

a. The CITY may reduce the work force for reasons of economy, efficiency or a permanent lack of work.

b. If the reduction of the work force becomes necessary, employees shall be laid off in the order of least Municipal Garage seniority, provided essential jobs vacated by a lay-off can be filled by remaining employees qualified to perform the job or jobs.

c. Notice of such lay-offs shall be given forty-five (45) days before the scheduled lay-off.

d. Laid off employees with five (5) or more years of employment service shall be granted four (4) weeks severance pay.

e. Any employee laid-off shall be placed on the recall list for one year.

f. The CITY, upon rehiring, shall do so in the order of seniority entitlement. Under no circumstances shall the CITY hire from the open market while employees on the recall list are capable to perform the duties of the vacant position are ready, willing, and able to be re-employed.

g. Any notice of re-employment to an employee who has been laid off shall be made by registered mail to the last known address of such employee.

## **22. DISCHARGE AND DISCIPLINE**

a. The CITY shall not discharge or suspend any employee without just cause.

b. Before any employee is disciplined, suspended, or discharged, there shall be a conference held between the UNION and the CITY.

c. All disciplinary actions must be reduced to writing and a copy of such letter shall be given to the employee, the UNION at its office, and the Shop Steward.

d. The failure of an employee driver of city motor vehicles or equipment to report the revocation of said employee's New Jersey State drivers license may result in suspension or other disciplinary action.

### **23. PICKET LINES**

a. It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property or refuses to go through or work behind any picket line where a labor dispute is directly related to this Agreement.

### **24. SAFETY PROGRAM**

a. The CITY shall establish, promote and enforce a Safety Program to safeguard the Health, Life and Limbs of its employees and to properly maintain its equipment in such a manner which will insure safe operation. There shall be a joint Union-Management Safety Committee comprised of two (2) employees designed by the UNION and two (2) management employees. The purpose of the Committee is to review items relating to safety and to make recommendations to promote safety.

b. The CITY shall determine the replacement, which shall not be unreasonably withheld, of rain gear, safety shoes and leather and rubber gloves on a fair wear and tear basis. The issuance of leather and rubber gloves shall be made on a selective need basis as determined by the CITY.

c. Employees shall not be assigned to operate unsafe equipment. Refusal to operate unsafe equipment shall not be cause for discipline.



d. The CITY shall provide each employee and replace on a fair tear basis: safety glasses, safety hats, gloves, boots, rain gear, safety work shoes and other protective clothing or equipment necessary in the performance of their duties.

The loss or theft of any of the foregoing issues of Safety and Protective equipment shall be immediately replaced by the individual employee at his own cost and expense.

e. Safety flashing lights shall be conspicuously mounted on all motorized equipment.

f. The CITY shall make available clean and adequate wash and toilet facilities.

g. The CITY shall provide coveralls to an employee when a job assignment in the opinion of the Garage Superintendent, requires additional protection from soil or potential harmful causes. Upon completion of such job assignments, coveralls shall be returned, laundered by the CITY and retained for future use.

h. Personal corrective eyeglasses worn by employees shall be repaired or replaced at the CITY expense if, in the opinion of the Garage Superintendent, damage or breakage to said eyeglasses occurred on the job and was not due to employee negligence.

## **25. OTHER CONDITIONS**

a. Vacancies in lateral job assignments of each job classification shall be filled by the most qualified employee. A senior employee may question a lateral assignment of an employee with less seniority.

b. The CITY agrees that it shall not be unreasonable or arbitrary in making a determination as to whether or not such employee is qualified for the lateral assignment, and is subject to the first three (3) steps of the Grievance Procedure. A grievance which arises from this provision is not arbitrable.

c. All new employees shall be advised of the city's policies, procedures and work rules and shall be given a copy of the appropriate job description sheet.

d. The CITY agrees not to deduct wages for time spent by an employee during regular work hours to receive medical treatment arising from an on-the-job injury. Such employee shall return to work upon completion of medical treatment whenever it is possible to do so.

e. The CITY agrees to provide annually at no cost to employees flu shots, providing the administration of shots is done on the employee's own time. The UNION shall provide the CITY with a list of the employees requesting the shots and the CITY shall determine the doctor, place and time.

## **26. GRIEVANCE AND ARBITRATION PROCEDURE**

a. A Grievance within the meaning of this Agreement shall be any difference of opinion, controversy, or dispute arising between the parties involving interpretation or application of any provisions of this Agreement.

b. An aggrieved employee shall present his grievance, in writing, within twenty (20) days of its occurrence or such grievance shall be deemed waived.

c. In the event of such grievance, the steps hereafter set forth shall be followed:

**STEP 1:** The employee and the steward or the employee individual, but, in the presence of a steward shall take up the complaint with the immediate supervisor. In the event the complaint is not satisfactorily settled within three (3) working days the employee or the steward may forward the grievance to the next step in the procedure.

**STEP 2:** The Steward will discuss the grievance with the head of the department or his designee. In the event the grievance is not satisfactorily adjusted within three (3) working days, the grievance may be appealed at the next step.

**STEP 3:** Within thirty (30) calendar days of the UNION'S notification of the

unsatisfactory resolution of a grievance in Step 2, members of the City Council Municipal Garage Committee, Garage Superintendent, the City's Labor Negotiator, the aggrieved employee and a maximum of four (4) representatives of the UNION shall meet to resolve the grievance.

The CITY shall advise the UNION in writing of its decision to the grievance within fourteen (14) calendar days of such meeting.

In the event the CITY'S decision is unsatisfactory, the UNION may petition N.J. P.E.R.C. to arbitrate the grievance.

All decisions of a P.E.R.C. appointed arbitrator shall be final and binding upon the CITY and the UNION.

d. If, at any time the aggrieved appeals his grievance before the Civil Service Commission, then from that point in time, the grievance and arbitration procedure can no longer be utilized to adjust the subject grievance.

e. If, in any of the foregoing steps, either party fails to carry out the procedure involved in these steps, the other party may take the dispute to arbitration. Either party may grant an extension of time to respond at any step in the aforementioned procedure. A request to grant such extensions shall not be unreasonably withheld.

f. It is intended that all differences between the CITY and the UNION shall be settled through the Grievance and Arbitration provisions of this Agreement. Therefore, the CITY agrees that it shall not lock out its employees and the UNION agrees that it shall not sanction a strike, slow downs, or work stoppage during the life of this Agreement.

g. It is further agreed that an arbitrator may in no way change, modify, add to, or delete any provision of this Agreement or any signed supplemental Agreement.

h. Parties shall equally share the cost of the arbitrator's fee.

## **27. SHOP STEWARDS**

a. The CITY recognizes the right of the UNION to designate a single Shop Steward and a single Shop Steward Alternate.

b. The authority of the Shop Steward and alternate so designated by the UNION shall be limited to, and shall not exceed the following duties and activities:

(1) The investigation and presentation of grievances.

(2) The transmission of such messages and information which shall originate with, and are authorized by the local Union or its officers.

c. The Shop Steward and alternate have no authority to take strike action or any other action interrupting the CITY'S business.

d. The Shop Steward and alternate shall be permitted to investigate, present, and process grievances without loss of time or pay. Such time spent in handling grievances shall be within reasonable limits and shall be considered working hours in computing daily and/or weekly overtime.

e. The Shop Steward or alternate shall obtain permission to leave his job assignment from his supervisor. The Supervisor shall give such Shop Steward or alternate an "Off-The-Job" slip, providing departmental operations are not unreasonably affected. It is not the intent of the CITY to prevent the Shop Steward or alternate from carrying out their duties or responsibilities.

f. The UNION shall advise the CITY in writing of the names of the Shop Steward and the alternate and all other UNION personnel authorized to act on behalf of the UNION, within fourteen (14) calendar days of their election or appointment to such position.

## **28. VISITATION RIGHTS**

a. Providing proper advance notice is given, a representative or representatives

:

of the UNION shall have access during working hours to all facilities, buildings, grounds, and other places in which employees covered by this Agreement work for the purpose of adjusting grievances, negotiating the settlement of disputes, investigating working conditions and generally for the purpose of carrying into effect the provisions and aims of this Agreement.

#### **29. BULLETIN BOARD**

a. The CITY agrees to provide a suitable bulletin board for the exclusive use by the UNION to post official notices relating to meetings and other Union affairs.

b. All such notices shall be signed by the Shop Steward or alternate to indicate official UNION approval.

c. Any notice of a political or personal nature, or of a matter unrelated to UNION affairs shall be subject to immediate removal.

#### **30. NON-DISCRIMINATION**

a. Neither the CITY nor the UNION shall discriminate against any employee or those seeking employment because of race, color, creed, sex, or national origin, nor because of membership or non-membership in any church, society or fraternity.

#### **31. MANAGEMENT RIGHTS**

a. Except as may be otherwise provided for or modified within this Agreement, it is recognized that there are certain functions, responsibilities, and rights reserved to the Employer, among which are the direction and operation of the Municipal Garage, the types of work to be performed, the work assignments of employees, the machinery, tools, and equipment to be used, hours of work, the right to hire, promote, transfer, discipline, or discharge employees for just cause and the making and enforcing of reasonable rules and regulations for discipline and safety of its employees.

### **32. SEPARABILITY**

a. In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through Government regulations or decree, this entire Agreement shall not thereby be invalidated, but the effect thereof shall be limited to the provisions thus affected.

b. It is further provided that nothing herein shall be construed to deny to any individual employee his rights under State or Federal laws.

### **33. MAINTENANCE OF STANDARDS**

a. It is agreed that the provisions of this section shall not apply to inadvertent or bona fide errors by the Employer or the UNION in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date of error.

### **34. TERM OF AGREEMENT**

This Agreement shall be effective from January 1, 1992 to December 31, 1992 inclusive and thereafter until terminated or amended by either party giving the other party sixty (60) days prior written notice of its intent to terminate or amend.

### **35. CLASSIFICATION AND WAGES**

- a. An employee in a particular classification who does not receive the maximum rate of pay for the classification to which he is assigned shall receive the next higher increment rate at the end of each twelve month period of employment until the employee receives the maximum rate of pay for his classification. Whenever a general wage increase is granted, it shall be in addition to any increment entitlement.
- b. The pay schedule as listed below represents an increase in pay to all

employees of 6% calculated on an employee's base hourly rate of pay in effect on December 31st of the previous year:

**1/1/92 CLASSIFICATION AND WAGES BASED ON 6% INCREASE**

|                         | <u>START</u> | <u>1ST YEAR</u> | <u>2ND YEAR</u> | <u>3RD YEAR</u> |
|-------------------------|--------------|-----------------|-----------------|-----------------|
| Mechanic Fire Apparatus | 16.03        | 17.23           | 18.41           | 19.89           |
| Senior Mechanic         | 17.14        | 17.24           | 17.35           | 17.50           |
| Mechanic                | 14.86        | 15.35           | 15.88           | 16.35           |
| Welder                  | 14.86        | 15.35           | 15.88           | 16.35           |
| Body & Fender Repairer  | 17.14        | 17.24           | 17.35           | 17.50           |
| Mechanics Helper        | 13.48        | 13.98           | 14.44           | 14.88           |
| Laborer                 | 12.86        | 13.40           | 13.88           | 14.38           |
| Garage Attendant        | 12.37        | 12.79           | 13.21           | 13.67           |

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

**L.M.G.E UNION**

BY Garrett S. Ruchnicki

**CITY OF LINDEN, N.J.**

BY John T. Gregorio  
JOHN T. GREGORIO, MAYOR  
BY Val D. Imbriaco  
VAL D. IMBRIACO, CITY CLERK

PASSED: March 17, 1992

APPROVED: March 18, 1992